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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

D.S., a minor by and through his
guardian *ad litem* Elsa Acosta,
individually and as successor-in-interest
to William Salgado; C.S., a minor by
and through his guardian *ad litem* Elsa
Acosta, individually and as successor-
in-interest to William Salgado; J.S., a
minor by and through her guardian *ad
litem* Elsa Acosta, individually and as
successor-in-interest to William
Salgado; M.S., a minor by and through
her guardian *ad litem* Elsa Acosta,
individually and as successor-in-interest
to William Salgado,

Plaintiffs,

v.

CITY OF HUNTINGTON PARK;
NICK NICHOLS; RENE REZA;
MATTHEW RINCON; APRIL
WHEELER; and DOES 5 through 10,
inclusive,

Defendants.

Case No.: 2:23-cv-09412-CBM-AGR

Hon. Consuelo B. Marshall

**PLAINTIFFS' UNOPPOSED *EX
PARTE* APPLICATION FOR
APPROVAL OF COMPROMISE
OF THE CLAIMS OF MINOR
PLAINTIFFS D.S., C.S., J.S., AND
M.S.**

*[Verification by Guardian ad Litem
Elsa Acosta, Declaration of Benjamin
S. Levine and Exhibits thereto, and
Proposed Order filed concurrently
herewith]*

1 **TO THIS HONORABLE COURT, AND ALL PARTIES THROUGH THEIR**
2 **ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** Plaintiffs, D.S., C.S., J.S., and M.S., by
4 and through their guardian *ad litem*, Elsa Acosta, (“Plaintiffs”) hereby move this
5 Court by way of this *Ex Parte* Application for Approval of Compromise of the
6 Claims of minor plaintiffs D.S., C.S., J.S., and M.S.

7 Plaintiffs make this application pursuant to Central District Local Rule 7-19.
8 The grounds for this application are set forth in the Memorandum of Points and
9 Authorities, which follows below, and the Declaration of Benjamin S. Levine,
10 which is submitted concurrently herewith. Prior to filing this *ex parte* application, on
11 July 14 and 15, 2025, Plaintiffs’ counsel contacted Defendants’ counsel in
12 compliance with Local Rule 7-19 through 7-19.1. Defendants are represented by:

13 Caroline A. Byrne, Esq.
14 Brian A. Moore, Esq.
15 Roberta A. Kraus, Esq.
16 Woodruff & Smart
17 555 Anton Blvd., Suite 1200
18 Costa Mesa, CA 92626
19 (714) 558-7000
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20 Defendants’ counsel does not oppose the filing of this application for
21 approval of the minors’ compromise on an *ex parte* basis, nor do Defendants or their
22 counsel oppose the proposed distribution of the settlement funds. Declaration of
23 Benjamin S. Levine in Support of Ex Parte Application for Approval of Minors’
24 Compromise (“Levine Decl.”) at ¶¶ 2-3. Plaintiffs seek approval of the minors’
25 compromise on an *ex parte* basis because the interest rates for the annuities will
26 expire if this matter is heard as a regularly noticed motion, particularly when
27 factoring in the time that Defendants and their counsel need to request the checks
28 and fund the annuities (approximately 30 days). Levine Decl. at ¶ 4. **Specifically,**

1 the interest rates that Plaintiffs have locked in through their settlement broker
2 will expire on October 15, 2025. If the minors' annuities are not funded prior to
3 October 15, 2025, then Plaintiffs will need to lock in new rates and file an
4 amended petition. (*Id.*)

5
6 Respectfully submitted,

7
8 DATED: July 18, 2025

LAW OFFICES OF DALE K. GALIPO

9
10 By: /s/ Benjamin S. Levine

11 Dale K. Galipo

12 Benjamin S. Levine

13 *Attorneys for Plaintiffs*
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**UNOPPOSED EX PARTE APPLICATION FOR APPROVAL OF
COMPROMISE OF THE CLAIMS OF D.S., C.S., J.S., AND M.S.**

I. INTRODUCTION

Elsa Acosta, guardian *ad litem* for minor plaintiffs D.S., C.S., J.S., and M.S., hereby submits this petition and proposed order for approval of the minors' compromise in this matter, and requests that the Court approve of the proposed distribution of the minors' funds. Elsa Acosta is D.S., C.S., J.S., and M.S.'s legal guardian and natural mother.

The instant claims of minor plaintiffs D.S., C.S., J.S., and M.S. arose out of the fatal shooting of the plaintiffs' father, decedent William Salgado, by City of Huntington Park police officers Nick Nichols, Rene Reza, and Matthew Rincon on October 30, 2022. Plaintiffs and Defendants have agreed to settle the above-referenced case, and the parties' settlement has been approved by the proper City of Huntington Park authorities.

This agreement obligates Defendants to pay Plaintiffs and their attorneys of record the total gross sum of \$2,000,000 divided equally between the four Plaintiffs, as follows:

D.S. and her attorneys	\$500,000
C.S. and her attorneys	\$500,000
J.S. and her attorneys	\$500,000
M.S. and her attorneys	\$500,000

All four plaintiffs to this action are minor children and accordingly have been identified by their initials throughout this litigation.

II. DISCUSSION

District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c), to safeguard the interests of litigants who are minors. Rule 17(c) provides, in relevant part, that a district court must appoint a guardian *ad litem*—or issue another appropriate order—to protect a minor or incompetent person who is

1 unrepresented in an action.” Fed. R. Civ. P. 17(c). In the context of proposed
2 settlements in suits involving minor plaintiffs, this special duty requires a district
3 court to “conduct its own inquiry to determine whether the settlement serves the best
4 interests of the minor.” *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir. 1978);
5 *see also Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir. 1983) (“[A] court
6 must independently investigate and evaluate any compromise or settlement of a
7 minor’s claims to assure itself that the minor’s interests are protected, even if the
8 settlement has been recommended or negotiated by the minor’s parent or guardian
9 ad litem.”) (internal citation omitted).

10 Although the district court has a special duty to safeguard the interests of
11 minor plaintiffs, that duty requires only that the district court determine
12 whether the net amount distributed to each minor plaintiff in the
13 proposed settlement is fair and reasonable If the net recovery of
14 each minor plaintiff under the proposed settlement is fair and reasonable,
the district court should approve the settlement as proposed.

15 *Robidoux v. Rosengren*, 638 F.3d 1177, 1179 (9th Cir. 2011).

16 California Code of Civil Procedure Section 372 and California Rules of
17 Court, Rule 3.1384 refer to the requirement of court approval and incorporate other
18 rules requiring disclosure of various pertinent facts. California Rule of Court 3.1384
19 provides that “[a] petition for court approval of a compromise or covenant not to sue
20 under Code of Civil Procedure Section 372 must comply with rules 7.950, 7.951,
21 and 7.952.” Pursuant to the above California rules, Plaintiffs and their attorneys
22 make the following disclosures:

23 **Disclosures pursuant to California Rule of Court 7.950:**

- 24 1. Petitioner is Elsa Acosta as guardian *ad litem* for D.S., C.S., J.S., and M.S.
25 and also as the legal guardian and mother of D.S., C.S., J.S., and M.S.
26 2. Plaintiffs D.S., C.S., J.S., and M.S. are both minor children and the children
27 of the decedent in this case, William Salgado. D.S. was born on January 19, 2011;
28 C.S. was born on March 10, 2013; J.S. was born on May 10, 2015; and M.S. was

1 born on December 1, 2016.

2 3. The nature of the Plaintiffs' claims in this lawsuit is set forth in the
3 operative complaint filed in this action. Pursuant to the settlement agreement, the
4 minors' claims will be compromised without a trial on the merits. Levine Decl. at
5 ¶ 6.

6 4. Plaintiffs D.S., C.S., J.S., and M.S.'s damages in this case arise from
7 (1) the injuries suffered by their father, William Salgado (the decedent), for which
8 Plaintiffs D.S., C.S., J.S., and M.S. can recover survival damages as successors in
9 interest (survival damages); and (2) Plaintiffs D.S., C.S., J.S., and M.S.'s individual
10 loss of the decedent's comfort, care, companionship, training, support, and guidance
11 (wrongful death damages). Levine Decl. at ¶ 7.

12 5. Neither medical treatment nor medical billing are relevant to this case;
13 Plaintiffs D.S., C.S., J.S., and M.S. have not received medical treatment in
14 connection with this case.

15 6. The total amount of the settlement that Defendant City of Huntington Park
16 agrees to pay in this action is \$2,000,000. As set forth above, of the \$2,000,000
17 gross settlement amount, \$500,000 is proposed to be distributed to D.S. and his
18 attorneys; \$500,000 is proposed to be distributed to C.S. and his attorneys; \$500,000
19 is proposed to be distributed to J.S. and her attorneys; and \$500,000 is proposed to
20 be distributed to M.S. and her attorneys. Plaintiffs' attorneys are requesting
21 attorneys' fees of 40% of the \$500,000 in gross settlement proceeds allocated to
22 D.S. (\$200,000); 40% of the \$500,000 in gross settlement proceeds allocated to C.S.
23 (\$200,000); 40% of the \$500,000 in gross settlement proceeds allocated to J.S.
24 (\$200,000); and 40% of the \$500,000 in gross settlement proceeds allocated to M.S.
25 (\$200,000). Levine Decl. at ¶¶ 5, 8, 10. Plaintiffs' attorneys also seek
26 reimbursement for the minor Plaintiffs' *pro rata* share of the Plaintiffs' total
27 litigation costs advanced by Plaintiffs' attorneys. Plaintiffs and their attorneys
28 propose to allocate these costs on a *pro rata* basis reflecting the total recovery to

1 each plaintiff, such that each plaintiff would pay 25% of the total costs. The total
2 advanced litigation costs are \$37,842.05. Plaintiffs D.S., C.S., J.S., and M.S.’s equal
3 share of the costs is \$9,460.51 each. Levine Decl. at ¶ 9.

4 These are the amounts that Plaintiffs’ attorneys would be due under the
5 existing contingency fee retainer agreements in this case. Plaintiffs signed retainer
6 agreements with the Law Offices of Dale K. Galipo and the Law Offices of Oscar
7 H. Gutierrez, APC, that provide for a 40% contingency fee, which is a total of
8 \$800,000, shared equally among the four Plaintiffs and divided among Plaintiffs’
9 attorneys’ offices. Levine Decl. at ¶¶ 5, 8, 10.

10 The contingency attorney fee award in this case is justified by attorney Dale
11 K. Galipo’s skill and experience in the civil rights field, the difficulties and
12 complexities of this case, and the risk assumed by Plaintiffs’ counsel in this difficult
13 case. Mr. Galipo is one of the most successful and experienced civil rights attorneys
14 in the country. Mr. Galipo has been elected as a “Super Lawyer” every year since
15 the year 2013. In 2019, Mr. Galipo was selected to the Inner Circle of Advocates,
16 considered to represent the top one hundred civil Plaintiffs’ attorneys in the United
17 States. Also in 2019, Mr. Galipo was elected as a Fellow of the American College of
18 Trial Lawyers, which is recognized as the preeminent organization of trial lawyers
19 in North America. In 2020, Mr. Galipo received the “Trial Lawyer of the Year”
20 award from the Consumer Attorneys Association of Los Angeles (“CAALA”). Also
21 in 2020, Mr. Galipo received the “2020 Consumer Attorney of the Year” award
22 from the Consumer Attorneys of California (“CAOC”). Levine Decl. at ¶ 10.

23 Some of Mr. Galipo’s recent notable verdicts include the following:
24 \$30,500,000 verdict in the shooting death case *Lewis v. County of Kern*, tried in
25 federal court before the Honorable Kirk E. Sherriff in March 2025; \$13,500,000
26 verdict in the restraint death case *Zelaya v. City of Los Angeles*, tried in federal court
27 before the Honorable Otis Wright, II in October 2023; \$23,800,000 verdict in the
28 police shooting case *Murillo v. City of Los Angeles*, tried in federal court before the

1 Honorable Fernando M. Olguin in August 2023; \$10,000,000 verdict in the case
2 *Najera v. County of Riverside*, tried in federal court in April 2023; \$17,002,000
3 verdict in the case *French v. City of Los Angeles*, tried in October 2021 before the
4 Honorable Jesus G. Bernal; \$13,200,000 verdict in the police in-custody death case
5 *Valenzuela v. City of Anaheim*, tried in November 2019 before the Honorable
6 Cormac J. Carney. Levine Decl. at ¶ 10.

7 Mr. Galipo has recently been awarded statutory attorney fee rates over \$1,200
8 an hour and up to \$1,400 an hour by multiple federal courts. In the case *I.H. v. State*
9 *of California*, tried in federal court in October 2024 in front of the Honorable Dale
10 A. Drozd, Mr. Galipo achieved a verdict of \$1.5 million, and Judge Drozd awarded
11 Mr. Galipo an hourly rate of \$1,300 in ruling on the attorney fee motion brought
12 post-trial pursuant to 42 U.S.C. § 1988. In *L.D. v. City of Los Angeles*, tried in
13 federal court in January 2020 in front of the Honorable Philip S. Gutierrez, Mr.
14 Galipo achieved a verdict of \$4.5 million, and Judge Gutierrez awarded Mr. Galipo
15 an hourly rate of \$1,100 in attorneys' fees. In *Donastorg v. City of Ontario*, tried in
16 federal court in June 2021 before the Honorable Jesus G. Bernal, Mr. Galipo was
17 also awarded \$1,100 per hour. In *Craig v. County of Orange*, which Mr. Galipo tried
18 in April of 2019, the Honorable Cormac J. Carney awarded Mr. Galipo an hourly
19 rate of \$1,000 for work performed in the district court case and \$1,200 per hour for
20 work in defending defendants' appeals to the Ninth Circuit and the United States
21 Supreme Court. Also in 2019, Judge Carney awarded Mr. Galipo \$1,200 per hour
22 for his work in defending the defendants' appeals of the verdict in the case
23 *Valenzuela v. City of Anaheim*. In *French v. City of Los Angeles*, Judge Bernal
24 awarded Mr. Galipo \$1,100 per hour for his work in that case at the district court
25 level. In the same case, after the plaintiffs prevailed against the City's appeal, Judge
26 Bernal awarded Mr. Galipo \$1,400 per hour for attorney fees on appeal, in an order
27 dated February 21, 2024. Mr. Galipo's hourly rates as awarded by these federal
28 judges support Plaintiffs' attorneys' request for the full 40% contingency attorney

1 fee in this case. Levine Decl. at ¶ 10.

2 Additionally, this case involved a substantial amount of risk. For example, in
3 this case, multiple of the defendant officers alleged that, prior to the fatal shooting of
4 the decedent, the decedent threw a knife toward the officers and brandished a second
5 knife while approaching them, and further alleged that the decedent had made
6 statements indicating that he desired for the officers to kill him. There was no video
7 of the shooting and there were few civilian witnesses. If Plaintiffs' counsel were not
8 awarded a fully compensatory fee in cases such as this one, then these attorneys
9 would not be able to take such difficult cases. In turn, minor plaintiffs such as D.S.,
10 C.S., J.S., and M.S. would not be able to attract competent counsel who could
11 achieve similar results. Accordingly, Plaintiffs' attorneys request reimbursement of
12 the full amount of their attorneys' fees and costs. Levine Decl. at ¶ 10.

13 7. As stated above, the gross amount of the settlement is \$2,000,000. The
14 gross share of these proceeds apportioned for minor Plaintiff D.S. and his attorneys
15 is \$500,000. After deducting requested attorneys' fees of \$200,000 and deducting
16 D.S.'s *pro rata* share of costs, the total net settlement proceeds to D.S. is
17 \$290,539.48. Because the gross share of the proceeds for minor Plaintiffs D.S. C.S.,
18 J.S., and M.S. are the same, the *pro rata* share of attorneys' fees for each minor
19 Plaintiff is the same, and the *pro rata* share of costs for each minor Plaintiff is the
20 same, each minor Plaintiff's total net settlement proceeds is \$290,539.48. Levine
21 Decl. at ¶ 11.

22 8. It is requested that \$290,539.48 be used to fund a structured settlement
23 annuity for D.S. Attached as "Exhibit A" to the Declaration of Benjamin S. Levine
24 is the proposed structured settlement annuity for D.S., which is incorporated herein
25 in its entirety by reference. D.S.'s guardian *ad litem*, Elsa Acosta, agrees to this
26 proposal and believes that it is in the best interests of D.S. Under the proposal set
27 forth in "Exhibit A," the total amount that D.S. will receive after the last payment is
28 made from the annuity is \$490,108.51. Levine Decl. at ¶ 12.

1 It is likewise requested that \$290,539.48 be used to fund a structured
2 settlement annuity for C.S. Attached as “Exhibit B” to the Declaration of Benjamin
3 S. Levine is the proposed structured settlement annuity for C.S., which is
4 incorporated herein in its entirety by reference. C.S.’s guardian *ad litem*, Elsa
5 Acosta, agrees to this proposal and believes that it is in the best interests of C.S.
6 Under the proposal set forth in “Exhibit B,” the total amount that C.S. will receive
7 after the last payment is made from the annuity is \$545,405.79. Levine Decl. at ¶ 13.

8 It is likewise requested that \$290,539.48 be used to fund a structured
9 settlement annuity for J.S. Attached as “Exhibit C” to the Declaration of Benjamin
10 S. Levine is the proposed structured settlement annuity for J.S., which is
11 incorporated herein in its entirety by reference. J.S.’s guardian *ad litem*, Elsa
12 Acosta, agrees to this proposal and believes that it is in the best interests of J.S.
13 Under the proposal set forth in “Exhibit C,” the total amount that J.S. will receive
14 after the last payment is made from the annuity is \$608,014.87. Levine Decl. at ¶ 14.

15 It is likewise requested that \$290,539.48 be used to fund a structured
16 settlement annuity for M.S. Attached as “Exhibit D” to the Declaration of Benjamin
17 S. Levine is the proposed structured settlement annuity for M.S., which is
18 incorporated herein in its entirety by reference. M.S.’s guardian *ad litem*, Elsa
19 Acosta, agrees to this proposal and believes that it is in the best interests of M.S.
20 Under the proposal set forth in “Exhibit D,” the total amount that M.S. will receive
21 after the last payment is made from the annuity is \$640,564.08. Levine Decl. at ¶ 15.

22 9. The moving guardian *ad litem* is not plaintiff in this case and has no claims
23 against any party in connection with the subject incident.

24 10. California Welfare and Institutions Code Section 14124.73 does not
25 apply.

26 11. This motion does not seek an order for payment of money to a special
27 needs trust. Levine Decl. at ¶ 17.

28 **Disclosures pursuant to California Rule of Court 7.951:**

1 1. This petition was prepared by attorney Benjamin S. Levine (California
2 State Bar Number 342060), of the Law Offices of Dale K. Galipo, located at 21800
3 Burbank Boulevard, Suite 310, Woodland Hills, California, which represents
4 Plaintiffs in this action. Levine Decl. at ¶ 18.

5 2. The Law Offices of Dale K. Galipo and/or Law Offices of Oscar H.
6 Gutierrez, APC did not become concerned with this matter at the insistence of any
7 party against whom the claims of D.S., C.S., J.S., and M.S. are asserted. Levine
8 Decl. at ¶ 19.

9 3. The Law Offices of Dale K. Galipo and Law Offices of Oscar H. Gutierrez,
10 APC represent the plaintiffs in this matter but are not employed by any other party
11 or any insurance carrier involved in the matter. Levine Decl. at ¶ 20.

12 4. The Law Offices of Dale K. Galipo and Law Offices of Oscar H. Gutierrez,
13 APC have not to date received any compensation for their services in connection
14 herewith from any person. Levine Decl. at ¶ 21.

15 5. D.S., C.S., J.S., and M.S. are the only plaintiffs in this action. Accordingly,
16 Plaintiffs' attorneys do not expect to receive compensation for their services in
17 connection herewith from any source besides from the gross settlement proceeds
18 allocated to D.S., C.S., J.S., and M.S. Levine Decl. at ¶ 22.

19 6. The Law Offices of Dale K. Galipo and Law Offices of Oscar H. Gutierrez,
20 APC accepted this engagement for a contingency fee, plus reimbursement for any
21 costs advanced. The current retainer agreement provides for a 40 percent attorney
22 fee recovery if the matter concludes after commencement of a lawsuit. Levine Decl.
23 at ¶ 10.

24 **Petitioner's endorsement:**

25 Petitioner has made a careful and diligent inquiry and investigation to
26 ascertain the facts relating to the incident giving rise to the minors' claims, the
27 parties responsible for the incident, and the nature, extent and seriousness of the
28 minors' claims. Petitioner further understands that if the compromise proposed in

1 this petition is approved by the Court and is consummated, the minor children will
2 be forever barred from seeking any further recovery of compensation even though
3 the minors' injuries and loss might in the future appear to be more serious than they
4 are now thought to be. Petitioner is informed and believes that the minors have
5 made some sufficient recovery from the effects of their injuries and losses so as to
6 justify the resolution of this matter in accord with the terms of the settlement
7 agreement. Petitioner recommends the compromise settlement and the proposed
8 distribution to the minors to the Court as being fair, reasonable, and in the best
9 interest of the minors, and requests that the Court approve this compromise
10 settlement and make such other and further orders as may be just and reasonable.

11 Petitioner Elsa Acosta requests that the Court enter the proposal attached to
12 the Declaration of Benjamin S. Levine as "Exhibit A" for D.S., enter the proposal
13 attached to the Declaration of Benjamin S. Levine as "Exhibit B" for C.S., enter the
14 proposal attached to the Declaration of Benjamin S. Levine as "Exhibit C" for J.S.,
15 and enter the proposal attached to the Declaration of Benjamin S. Levine as "Exhibit
16 D" for M.S. Specifically, Petitioner Elsa Acosta requests that the Court enter the
17 Proposed Order filed concurrently herewith. As stated, Petitioner Elsa Acosta is
18 D.S., C.S., J.S., and M.S.'s guardian *ad litem*, natural mother, and legal guardian.
19 Petitioner Elsa Acosta's verification is attached hereto.

20 **III. CONCLUSION**

21 For the reasons above, the Court should enter the proposed order submitted
22 concurrently herewith.

23 DATED: July 18, 2025

LAW OFFICES OF DALE K. GALIPO

24
25 By: /s/ Benjamin S. Levine

26 Dale K. Galipo
27 Benjamin S. Levine
28 *Attorneys for Plaintiffs*